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2 Including Professional Corporations  
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CHEVRON U.S.A. INC.,  
9 a Pennsylvania corporation

10  
11 UNITED STATES DISTRICT COURT

12 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

13 MARK SNOOKAL, an individual,

14 Plaintiff,

15 vs.

16 CHEVRON USA, INC., a California  
Corporation, and DOES 1 through 10,  
17 inclusive,

18 Defendants.

Case No. 2:23-cv-6302-HDV-AJR

**DECLARATION OF ROBERT E.  
MUSSIG IN SUPPORT OF  
DEFENDANT CHEVRON U.S.A.,  
INC.'S OPPOSITION TO PLAINTIFF'S  
EX PARTE APPLICATION FOR  
LEAVE TO FILE A MOTION TO  
COMPEL FURTHER DISCOVERY  
AND TO FILE A MOTION FOR  
SANCTIONS**

**(Dkt. No. 47)**

District Judge: Hon. Hernán De. Vera  
Magistrate Judge: Hon. A. Joel Richlin

Action Filed: August 3, 2023  
Trial Date: February 4, 2025

**DECLARATION OF ROBERT E. MUSSIG**

I, Robert Mussig, declare as follows:

1. I am an attorney licensed to practice law in California. I am a partner with the law firm Sheppard, Mullin, Richter & Hampton LLP, counsel of record for Defendant Chevron U.S.A., Inc., a Pennsylvania corporation (“Chevron U.S.A.”). I have personal knowledge of the facts set forth below and, if called as a witness, could and would testify competently to such facts under oath.

2. On or about November 30, 2023, Chevron U.S.A. served its Initial Disclosures in this case pursuant to Federal Rules of Civil Procedure, Rule 26(a)(1), identifying individuals it believed may have discoverable information that Chevron U.S.A. may use to support its defenses or to rebut Plaintiff’s claims. Chevron U.S.A. conducted a diligent search for information and documents regarding nonprivileged matters that are relevant to the parties’ claims or defenses in this case. As part of its initial search, Chevron U.S.A. identified the decisionmaker with respect to Plaintiff’s MSEA determination, Dr. Asekomeh, and based on information he provided, identified the individuals Dr. Asekomeh communicated with during his review of Plaintiff’s MSEA determination. Neither Dr. Asekomeh nor anyone else identified Dr. Frangos as an individual who was involved in the process. Chevron U.S.A. also identified the Human Resources representatives whom Plaintiff contacted after Plaintiff’s conditional offer was rescinded and identified Dr. Levy as the individual who spoke with Plaintiff and with one of the HR representatives regarding Plaintiff’s MSEA determination. Dr. Levy did not identify Dr. Frangos as an individual who was involved in the MSEA determination process. Chevron U.S.A. was not aware that Dr. Stephen Frangos was involved in Plaintiff’s Medical Suitability for Expatriate Assignment fitness for duty (“MSEA”) determination in any capacity at that time. I am informed and believe that Dr. Frangos retired from his employment with Chevron U.S.A. in 2022.

1           3.       On May 10, 2024, I took the deposition of Plaintiff Mark Snookal. I am in  
2 possession of a certified copy of his deposition transcript. Attached hereto as **Exhibit A**  
3 is a true and correct copy of relevant excerpts from Plaintiff's deposition transcript. At  
4 his deposition, Mr. Snookal testified that that after he was deemed unfit for duty in  
5 Escravos, he was referred to Dr. Stephen Frangos, who passed him off to Dr. Mark Levy  
6 to discuss the MSEA determination.

7           4.       Plaintiff has taken six depositions in this case thus far, including four of the  
8 doctors involved in the MSEA determination—Dr. Mark Levy, Dr. Eshiofe Asekomeh,  
9 Dr. Ujomoti Akintunde, and Dr. Victor Adeyeye. Dr. Adeyeye's deposition is still  
10 pending completion. (*See* Fan Dec., ¶ 2.) I defended the depositions of Drs. Levy and  
11 Asekomeh, and neither testified about any involvement by Dr. Frangos in Plaintiff's  
12 MSEA determination, nor indicated in any way that he was a decisionmaker with respect  
13 to the determination.

14           5.       On August 30, 2024, Plaintiff took the deposition of Dr. Mark Levy. I  
15 defended Dr. Levy's deposition and am in possession of a certified copy of his deposition  
16 transcript. Attached hereto as **Exhibit B** is a true and correct copy of relevant excerpts  
17 from Dr. Levy's deposition transcript. During that deposition, Dr. Levy did not testify  
18 regarding any involvement by Dr. Frangos at all in Plaintiff's MSEA determination.

19           6.       On October 8, 2024, when I met with Dr. Asekomeh, I learned that Dr.  
20 Asekomeh had corresponded by email with Drs. Akintunde and Adeyeye regarding  
21 Plaintiff. Chevron U.S.A. does not have the ability to search the records of all Chevron-  
22 related entities because electronic records are not centrally stored. Chevron U.S.A.  
23 worked with Chevron Nigeria to search for and obtain copies of Dr. Asekomeh's emails  
24 with Drs. Akintunde and Adeyeye, which Dr. Asekomeh had to regain access to. From  
25 that search, my office produced copies of emails between Dr. Asekomeh and Drs.  
26 Akintunde and Adeyeye on October 10, 2024, in advance of Dr. Asekomeh's deposition.

27           7.       On October 10, 2024, Plaintiff took the deposition of Dr. Eshiofe Asekomeh.  
28 I defended Dr. Asekomeh's deposition and am in possession of a certified copy of his

1 deposition transcript. Attached hereto as **Exhibit C** is a true and correct copy of relevant  
2 excerpts from Dr. Asekomeh's deposition transcript. During his deposition, Dr.  
3 Asekomeh did not testify regarding any involvement by Dr. Frangos in Plaintiff's MSEA  
4 determination. Dr. Asekomeh did not testify that he ever communicated with Dr.  
5 Frangos or considered Dr. Frangos's input in making his MSEA determination.

6 8. During his deposition, Dr. Asekomeh testified that he did not specifically  
7 recall, but may have corresponded by email with Dr. Olorunfemi Pitan, former Head of  
8 Occupational Health in Lagos, Nigeria. Following Dr. Asekomeh's deposition, Chevron  
9 U.S.A. again worked with Chevron Nigeria to conduct a search for any email  
10 correspondence between Dr. Asekomeh and Dr. Pitan. In the course of this search,  
11 Chevron U.S.A. received a copy of an email chain which Dr. Pitan forwarded to Dr.  
12 Asekomeh on August 15, 2019, which included an email from Dr. Frangos dated August  
13 8, 2019, which is the subject of Plaintiff's ex parte application. My office duly produced  
14 the email chain on November 8, 2024. Until this point, Chevron U.S.A. had not known  
15 of any involvement by Dr. Frangos except for the referral that Plaintiff testified to in his  
16 deposition.

17 9. To date, Plaintiff has not served any discovery on Chevron Nigeria, nor  
18 made any attempts to do so either before or after the Court reopened discovery in this  
19 case.

20 I declare under penalty of perjury under the laws of the State of California that the  
21 foregoing is true and correct, and that this Declaration was executed on April 2, 2025, at  
22 Los Angeles, California.

23  
24 */s/ Robert E. Mussig*

25 ROBERT E. MUSSIG  
26  
27  
28



EXHIBIT A

1 UNITED STATES DISTRICT COURT

2 CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

3  
4  
5 MARK SNOOKAL, an individual, )

6 Plaintiff, )

7 v. )

NO. 2:23-cv-6302-

HDV-AJR

8 CHEVRON USA, INC., a California )  
9 Corporation, and DOES 1 through )  
10 10, inclusive, )

Defendants. )  
\_\_\_\_\_ )

11  
12  
13  
14  
15  
16  
17 Videotaped deposition of MARK JORDAN

18 SNOOKAL, Plaintiff, taken on behalf of Defendants  
19 at 333 South Hope Street, 43rd Floor, Los Angeles,  
20 California, commencing at 10:00 a.m. on Friday,  
21 May 10, 2024, before John M. Taxter, Certified  
22 Shorthand Reporter No. 3579 in and for the State  
23 of California, a Registered Professional Reporter.  
24  
25

1 APPEARANCES OF COUNSEL:

2  
3  
4 FOR PLAINTIFF MARK JORDAN SNOOKAL:

5 ALLRED, MAROKO & GOLDBERG  
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10 FOR DEFENDANT CHEVRON USA, INC.:

11 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP  
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14

15 -and-

16 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP  
17 BY: LINDA Z. SHEN, Attorney at Law  
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18 San Diego, California 92101-3598  
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19  
20

21 VIDEOGRAPHER:

22 GIGI FADICH  
23  
24  
25

1 A That is correct. 11:10:18

2 Q Okay. And did you have any 11:10:18

3 conversations with anybody else from Chevron about 11:10:20

4 this topic? 11:10:22

5 And I'm not referring to, you know, 11:10:24

6 later with Mr. Powers. I -- I mean about the 11:10:27

7 topic of what it would -- what would happen with 11:10:29

8 this -- this job in Escravos and why you weren't 11:10:31

9 going to get it. 11:10:35

10 A I talked -- so when I first received 11:10:37

11 information that I had been deemed not fit for 11:10:43

12 duty, I reached out to my coordination team. I 11:10:46

13 don't remember the person that had been assigned 11:10:51

14 to me, but I just -- I wrote an e-mail and asked 11:10:53

15 if there was any way to contest the decision. 11:10:55

16 They weren't aware of any. 11:11:01

17 So I reached out to the Chevron ombud 11:11:02

18 to ask the same question. I don't believe I went 11:11:06

19 into any level of detail with either one. The 11:11:10

20 ombud is the one that got me in contact with, I 11:11:13

21 believe it was, Dr. Frangos who is the equivalent 11:11:18

22 of Dr. Levy in the U.S., covers the North America 11:11:22

23 business units, and Dr. Frangos got me in touch 11:11:27

24 with Dr. Levy. So other than that, I haven't had 11:11:32

25 any conversations. 11:11:35

1 determination that you were not fit for duty in 11:22:17  
2 Escravos? 11:22:20  
3 A If I recall correctly, it was when I 11:22:21  
4 received this form via e-mail which was on -- I 11:22:22  
5 believe that it was on the date that it's signed 11:22:29  
6 there, August 15th. 11:22:30  
7 Q Okay. And you testified that you 11:22:31  
8 reached out to the ombud -- right? -- after 11:22:36  
9 your -- 11:22:41  
10 A Not -- no. That wasn't the first step. 11:22:42  
11 The first step was to reach out to the medical 11:22:45  
12 liaison to ask them if there was a -- a way to ask 11:22:48  
13 for a second -- 11:22:51  
14 Q You -- 11:22:51  
15 A -- or a review. 11:22:53  
16 Q You had said that, and the medical 11:22:54  
17 liaison said they weren't aware of any? 11:22:56  
18 A Correct. So then I reached out to the 11:22:58  
19 ombud. 11:22:59  
20 Q The ombud. That's who put you in touch 11:23:01  
21 with Dr. Frangos who put you in touch with 11:23:02  
22 Dr. Levy? 11:23:05  
23 A Correct. 11:23:06  
24 Q Did you have any subsequent discussions 11:23:06  
25 with the ombud about any of this, the 11:23:08

1 determination or anything else? 11:23:12

2 A Even if I did, they're confidential. 11:23:13

3 Q Well, I meant essentially was the ombud 11:23:16

4 putting you in touch with the people you should 11:23:19

5 talk to? 11:23:20

6 A Yes. 11:23:20

7 Q Okay. And Dr. Frangos, same thing? He 11:23:21

8 just put you in touch with Dr. Levy? 11:23:23

9 A Correct. 11:23:25

10 MS. LEAL: Is this a good time for a 11:23:32

11 break? 11:23:34

12 MR. MUSSIG: Sure. Yeah. 11:23:34

13 THE VIDEOGRAPHER: Before we go off the 11:23:35

14 record, Counsel, would you like to waive the 11:23:37

15 federal rule that requires the opening read-on to 11:23:40

16 be read at the beginning of each new media? 11:23:44

17 MR. MUSSIG: Defendant will, yes. 11:23:46

18 MS. LEAL: Plaintiff will, as well. 11:23:48

19 THE VIDEOGRAPHER: Video deposition off 11:23:50

20 the record at 11:23 a.m., conclusion of media 1. 11:23:51

21 (Recess.) 11:23:56

22 THE VIDEOGRAPHER: Video deposition 11:37:22

23 returning to the record at 11:37 a.m., beginning 11:37:24

24 of media 2. 11:37:28

25 BY MR. MUSSIG: 11:37:29

1 STATE OF CALIFORNIA )  
 ) SS.  
2 COUNTY OF VENTURA )

3 I, John M. Taxter, a California Certified  
4 Shorthand Reporter, Certificate No. 3579, a  
5 Registered Professional Reporter, do hereby  
6 certify:

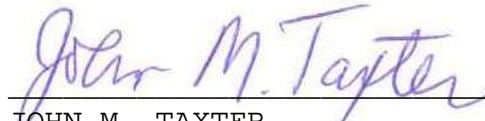
7 That the foregoing proceedings were taken  
8 before me at the time and place therein set forth,  
9 at which time the deponent was put under oath by  
10 me; that the testimony of the deponent and all  
11 objections made at the time of the examination  
12 were recorded stenographically by me and were  
13 thereafter transcribed; that the foregoing is a  
14 true and correct transcript of my shorthand notes  
15 so taken.

16 I further certify that I am neither counsel  
17 for nor related to any party to said action.

18 The dismantling, unsealing, or unbinding of  
19 the original transcript will render the Reporter's  
20 Certificate null and void.

21 Pursuant to Federal Rule 30(e), transcript  
22 review was requested.

23 Dated May 22, 2024.

24   
25 JOHN M. TAXTER  
California Certified Shorthand  
Reporter No. 3579, RPR



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I, John M. Taxter, Certified Shorthand Reporter,  
CSR No. 3579, hereby certify:

The foregoing is a true and correct copy of the  
original transcript of the proceedings taken by me  
as thereon stated.

Dated: May 23, 2024


  
\_\_\_\_\_  
John Taxter, CSR No. 3579

EXHIBIT B

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

---

MARK SNOOKAL, an individual,	)	
	)	
	)	
Plaintiff,	)	
vs.	)	Case No.
	)	2:23-cv-6302-HDV-AJR
	)	
CHEVRON USA, INC., a California	)	
Corporation, and DOES 1 through	)	
10, inclusive,	)	
	)	
Defendants.	)	

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REPORTER'S TRANSCRIPT

VIDEOTAPED DEPOSITION OF

SCOTT LEVY, M.D.

Friday, August 30, 2024

Via Zoom Video Conferencing

9:31 a.m.

Reported by: Rachel N. Barkume, CSR, RMR, CRR  
Certificate No. 13657

Scott Levy, M.D.

August 30, 2024

A P P E A R A N C E S

FOR THE PLAINTIFF:

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THE VIDEOGRAPHER:

Jacob Rivera

Scott Levy, M.D.

August 30, 2024

1 program across North America and then involved with  
2 different health and wellness events as they arose.

3 (Reporter clarification.)

4 BY MS. FLECHSIG:

5 Q. How long were you in that occupational health  
6 role?

7 A. It was about two years or so.

8 Q. What was your next role?

9 A. I was moved to Singapore, and I was assigned  
10 the role of regional medical manager for the Asia  
11 Pacific region.

12 Q. What did you do in that capacity?

13 A. Similar responsibilities just -- I guess, more  
14 of a -- of a senior position. So I managed, again, more  
15 complicated businesses and had more reports.

16 Q. How long were you in that role?

17 A. Three years approximately.

18 Q. Okay. And after that -- excuse me, the role in  
19 Singapore, what was your next role at Chevron?

20 A. I took a lateral position to regional medical  
21 manager of our EEMEA, E-E-M-E-A, region, which is  
22 Europe, Eurasia, Mid East, and Africa, based out of  
23 London.

24 Q. Okay. So what was the date range on that -- on  
25 that role? I want to -- like, in time.

Scott Levy, M.D.

August 30, 2024

1 A. It ended on May 31st of this year. So I moved  
2 to my current role May 31 -- on June 1st. So it was  
3 May 31st and then I would subtract seven years. 2017  
4 roughly, '18.

5 Q. Started 2018, and then you were in that role  
6 until May 31st, 2024?

7 A. Correct.

8 Q. Okay. Were you located in London that whole  
9 time?

10 A. I was.

11 Q. Okay. And what's your current role?

12 A. I now have the role of regional medical manager  
13 for the Americas based out of Houston.

14 Q. Do you know what entity -- what Chevron  
15 corporate entity was your employer during the time you  
16 were the regional medical director for the EEMEA role?

17 A. Yeah, so I was working out of the -- it was  
18 Chevron Products UK. And, again, that was the title  
19 that we used in my signature. I can't tell you the  
20 technical bits, though, about payroll and whether I was  
21 paid through Chevron USA or not, but my paychecks remain  
22 the same -- through the same -- for my 12 years that I  
23 was a Chevron employee.

24 Q. You mean the entity that's paying your paycheck  
25 is the same?

Scott Levy, M.D.

August 30, 2024

1 sick, though -- that was probably the most common --  
2 where they developed a medical condition in a location  
3 where they didn't have the capabilities of managing that  
4 problem, so they would be -- frequent destination for  
5 people in that region to come into London to get sorted.

6 (Reporter admonishment.)

7 BY MS. FLECHSIG:

8 Q. Were you also responsible for reviewing the  
9 fitness-for-duty determinations that the evaluating  
10 doctors made?

11 A. Not always. And I can explain. So the  
12 policy -- what we did -- the way things were handled  
13 were the host location would do the evaluations -- so  
14 the host would be -- in the situation we're dealing with  
15 today -- would be the U.S. location would be in charge  
16 of collecting the data, get the exam done where the  
17 person lives or relatively close to where they live, and  
18 then the host -- H-O-S-T -- location -- that's the --  
19 embedded medical team would then review the medical  
20 records for fitness for duty.

21 As they were receiving that person to their  
22 communities, into their systems, they would perform an  
23 evaluation -- well, perform a review to make sure that  
24 the person was fit. And so these -- we called our  
25 fitness for duties for expats Medical Suitability for



Scott Levy, M.D.

August 30, 2024

1     Expatriation Assignment, MSCA, and so the host location would  
2     review for suitability to their -- for their new  
3     location.

4             Q.   Okay.  So I just want to make sure I'm  
5     understanding correctly.

6                     So basically -- it sounds like you're familiar  
7     with the facts of Mr. Snookal's case; right?

8             A.   Correct.

9             Q.   Generally.  So you -- you know that he was  
10    evaluated in Los Angeles, and then he was trying to go  
11    to a host location in Nigeria; right?

12            A.   Yes.

13            Q.   Okay.  So in the policy that you just outlined,  
14    in other words, Mr. Snookal, you know -- the policy is  
15    the person gets evaluated by a doctor on the ground  
16    where they live and then a medical team in the place  
17    they're going to go reviews the evaluation.

18            A.   Correct.

19            Q.   Okay.  So you said you sometimes are involved  
20    in reviewing the determinations that are made for a  
21    person's fitness for duty.

22                    So when would you become involved after the  
23    local exam and the host location review?

24            A.   When there's a challenge or uncertainty about  
25    the situation.  So the -- so there are, I would say,

Scott Levy, M.D.

August 30, 2024

1 many intricate pieces to this. And so one could be  
2 something that we're not really sure of. Second could  
3 be where maybe the person can't be -- a condition can't  
4 be managed locally but can be managed close by, and so  
5 there might be an opportunity to set up a second  
6 treatment center close by to -- to their host location.  
7 Or try to identify other -- other factors that could  
8 potentially mitigate. And -- happy to expand as needed.

9 Q. Yeah. So I guess in terms of -- you said you  
10 get involved when there's a challenge or uncertainty.

11 Does that include when an employee challenges  
12 the decision that they were not fit for duty?

13 A. Yeah, I was thinking that exactly, that if --  
14 the fact that I'm here shows that I do get involved in  
15 certain situations. And so, yes, that's correct.

16 Q. Okay. Do you get the final say on the fitness  
17 for duty when an employee makes such a challenge to the  
18 determination?

19 A. I do not.

20 Q. Who -- who would get the final say?

21 A. The host location.

22 Q. Okay. So you have to defer to what the host --  
23 the doctors at the host location determine.

24 A. Correct. Correct. So the host location,  
25 they -- host location reviews -- the doctors review.

Scott Levy, M.D.

August 30, 2024

1 They would then discuss any, let's say, conflict or  
2 challenges or issues with, you know -- with their  
3 business, so -- HR and their teams to determine and work  
4 with the supervisors to determine whether a position can  
5 be accommodated, whether something else can be worked  
6 out, whether they need to bring me into the situation to  
7 try to troubleshoot. So -- but that's -- yeah, that  
8 decision would have been at the host location.

9 Q. Okay. And what kind -- so I think you started  
10 describing, but what sort of troubleshooting can you do  
11 if the host location says that there's an issue with the  
12 employee's fitness for duty?

13 A. Correct. So potentially -- it depends on the  
14 specific issue. If it's -- there are times where -- and  
15 I'll give you an example.

16 There are times where the medication that the  
17 person wasn't taking -- that the person was taking at  
18 home is just simply not available in country and can't  
19 be -- it can't -- it can't come into country, it can't  
20 be prescribed in country, so sometimes the issue may be  
21 simply is there a way of -- of setting up a close stop  
22 for the person to come in -- when they fly in and out,  
23 they can pick up their medications.

24 Potentially, if there's a specialist that they  
25 need to follow instead of -- and if -- I'm just making

Scott Levy, M.D.

August 30, 2024

1 what I think the -- the risk may be or not be.

2 Q. So how did you -- how did you first become  
3 involved with Mr. Snookal's challenge to the host team  
4 deeming him unfit for duty?

5 A. I was asked as a second opinion to review the  
6 case.

7 Q. To provide a medical opinion on whether it was  
8 safe for him?

9 A. I was -- so I don't recall exactly, but I know  
10 Mr. Snookal asked for a second opinion and -- that, I  
11 know for a fact. And then this was sent to me for a  
12 review.

13 Q. Who sent it to you for review?

14 A. I don't remember. Again, it was years ago. I  
15 know Mark and I did speak, so I'm not sure if he  
16 approached me first or if someone sent it to me, but I  
17 do know that Mark and I chatted about his situation.

18 Q. Okay. So when you were asked to give a second  
19 opinion, were you allowed to override the decision that  
20 the host team had made?

21 A. I was not allowed to override, but I would say  
22 that the -- even the -- as I'm thinking of the word  
23 "second opinion," that might be incorrect as well. I  
24 would say that -- I was here to help with an appeal. So  
25 I would look at a case and see if there was anything

Scott Levy, M.D.

August 30, 2024

CERTIFICATE OF STENOGRAPHIC REPORTER

I, RACHEL N. BARKUME, a Certified Shorthand  
Reporter of the State of California, hereby certify that  
the witness in the foregoing deposition,

SCOTT LEVY, M.D.,  
was by me duly sworn to tell the truth, the whole truth,  
and nothing but the truth in the within-entitled cause;  
that said deposition was taken at the time and place  
therein named; that the testimony of said witness was  
stenographically reported by me, a disinterested person,  
and was thereafter transcribed into typewriting.

Pursuant to Federal Rule 30(e), transcript  
review was requested.

I further certify that I am not of counsel or  
attorney for either or any of the parties to said  
deposition, nor in any way interested in the outcome of  
the cause named in said caption.

DATED: September 12, 2024.

*Rachel N. Barkume*

Rachel N. Barkume, CSR No. 13657, RMR, CRR

EXHIBIT C

UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

---

MARK SNOOKAL, an individual,	)	
	)	
	)	
Plaintiff,	)	
vs.	)	Case No.
	)	2:23-cv-6302-HDV-AJR
	)	
CHEVRON USA, INC., a California	)	
Corporation, and DOES 1 through	)	
10, inclusive,	)	
	)	
Defendants.	)	

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REPORTER'S TRANSCRIPT

VIDEOTAPED DEPOSITION OF

DR. ESHIOFE ASEKOMEH

Thursday, October 10, 2024

Via Zoom Video Conferencing

7:03 a.m.

Reported by: Rachel N. Barkume, CSR, RMR, CRR  
Certificate No. 13657



Dr. Eshiofe Asekomeh

October 10, 2024

## A P P E A R A N C E S

## FOR THE PLAINTIFF:

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## FOR THE DEFENDANT:

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## THE VIDEOGRAPHER:

Jacob Rivera

## ALSO PRESENT:

Eguono Erhun, In-House Counsel for Chevron

Dr. Eshiofe Asekomeh

October 10, 2024

1 foundation. Let me just -- Doctor, when I object,  
2 unless I instruct you not to answer, you should still  
3 answer the question. I'm just making objections for the  
4 record. So unless I'm instructing you not to answer, go  
5 ahead and answer her questions.

6 THE WITNESS: Okay. So by the nature of this  
7 contract, Deep Drill is providing medical services to  
8 Chevron by supplying manpower, doctors and nurses.

9 BY MS. LEAL:

10 Q. Do you know if Deep Drill Oil Services provides  
11 medical services to any other companies other than  
12 Chevron, or is Chevron the only client?

13 A. I don't know.

14 MR. MUSSIG: Calls for speculation.

15 BY MS. LEAL:

16 Q. So prior to 2020, who was your employer?

17 A. So prior to 2020, my employer was Delog Nigeria  
18 Limited, D-E-L-O-G, Delog Nigeria Limited.

19 Q. So prior to 2020, your employer was Delog  
20 Nigeria Limited?

21 A. Yes. That's D-E-L-O-G.

22 Q. So what business was Delog Nigeria Limited in  
23 at the time?

24 MR. MUSSIG: Calls for speculation. Lacks  
25 foundation.

Dr. Eshiofe Asekomeh

October 10, 2024

1 THE WITNESS: Okay. So -- so for my group, it  
2 was, again, provision of manpower, doctors and nurses,  
3 to Chevron in this instance.

4 BY MS. LEAL:

5 Q. Okay. Do you know if Delog Nigeria Limited  
6 provided doctors and nurses to other companies other  
7 than Chevron at the time?

8 MR. MUSSIG: Calls for speculation.

9 THE WITNESS: I don't know.

10 BY MS. LEAL:

11 Q. Okay. Has Chevron directly ever paid your  
12 salary?

13 A. No.

14 Q. So the work that you did for Chevron was paid  
15 either by Delog Nigeria Limited or by Deep Drill Oil  
16 Services in conjunction with the contract that those  
17 companies had with Chevron; is that correct then?

18 A. Can you rephrase that question?

19 Q. Yes. I want to make sure I understand.

20 Prior to 2020, and since then, all of the work  
21 that you have performed for Delog Nigeria Limited and  
22 Deep Drill Oil Services was work that you did in  
23 connection with services for Chevron.

24 A. Yes.

25 Q. Other than Chevron, did you have any other

Dr. Eshiofe Asekomeh

October 10, 2024

1           So it's a back-and-forth process that we are --  
2   until is complete. Now, outside that checklist, if any  
3   of the results has an abnormality -- even before it  
4   starts to you, it's a doctor-to-doctor thing. So you  
5   send me a result that is borderline, and you know ahead  
6   I'm going to ask why the result is borderline.

7           If you need to do a further evaluation, that  
8   evaluation is already done. But if it is not, then ask  
9   them back and say, this person has borderline or this  
10   result is abnormal, you want to run for that check to  
11   strengthen or to confirm what is really going on until  
12   you have everything that you can make your determination  
13   with.

14           Q. So in this case, you conducted an MSEA for Mark  
15   Snookal in 2019 who at the time was employed in  
16   California.

17           Do you recall that?

18           A. Yes.

19           Q. And you do recall that Mark Snookal had an  
20   aortic dissection or an aortic aneurysm?

21           A. Okay. So we need to differentiation between  
22   aortic dissection and aneurysm. So the condition is  
23   aortic aneurysm or aortic dilatation. When it gets  
24   complicated, it starts dissecting or it ruptures. So a  
25   dissection is pathway to rupturing.

Dr. Eshiofe Asekomeh

October 10, 2024

1           The doctor also commented that he had annual  
2   echocardiogram and annual chest CT scans as a way of  
3   monitoring that aortic aneurysm. So those results were  
4   also attached, and those results are not normal part of  
5   an MSEA from the MEP program. So that already makes the  
6   case different from the normal case.

7           So at that point, I looked at those records and  
8   then involved the cardiologists to do a review. The  
9   three cardiologists did a review and looked at the  
10   records, the results of investigations, because I wanted  
11   them to, as cardiologists, look at the results and  
12   confirm, determine risk and possible complications.

13          Q. So after all of that, a determination was made  
14   that Mr. Snookal was unfit for duty; correct?

15          MR. MUSSIG: Vague and ambiguous.

16          THE WITNESS: Okay. So --

17   BY MS. LEAL:

18          Q. My question -- my question is very simple,  
19   Dr. Asekomeh.

20          Was Mark Snookal determined to be unfit for  
21   duty for a position in Escravos, Nigeria? Yes or no?

22          A. So a determination was made that he wasn't fit  
23   for duty in Escravos but fit to work in Lagos.

24          Q. I understand that. My question simply was  
25   about Escravos.

DEPOSITION OF DR. ESHIOFE ASEKOMEH

TAKEN OCTOBER 10, 2024

MARK SNOOKAL V. CHEVRON U.S.A., INC.

CASE NO. 2:23-cv-06302-HDV-AJR

CITATION	CHANGE	REASON
2:17	Replace “In-House Counsel for <b>Chevron</b> ” with “In-House Counsel for <b>Chevron Nigeria, Limited</b> ”	Reporter error.
4:6	Replace “ <b>ASEKOMEHE</b> ” with “ <b>ASEKOMEH</b> ”	Reporter error.
84:12	Replace “what <b>it taught</b> ” with “what <b>he thought</b> ”	Reporter error.
108:3	Replace “ <b>Except their criteria is international criteria</b> ” with “ <b>Except there are criteria, international criteria</b> ”	Reporter error.
110:18	Replace “ <b>several</b> ” with “ <b>cerebral</b> ”	Reporter error.

Dated: 11/11/2024

DocuSigned by:  
ESHIOFE ASEKOMEH  
FC2DBA2DC50A4CA  
Deponent: DR. ESHIOFE ASEKOMEH

Dr. Eshiofe Asekomeh

October 10, 2024

CERTIFICATE OF STENOGRAPHIC REPORTER

I, RACHEL N. BARKUME, a Certified Shorthand  
Reporter of the State of California, hereby certify that  
the witness in the foregoing deposition,

DR. ESHIOFE ASEKOMEH,  
was by me duly sworn to tell the truth, the whole truth,  
and nothing but the truth in the within-entitled cause;  
that said deposition was taken at the time and place  
therein named; that the testimony of said witness was  
stenographically reported by me, a disinterested person,  
and was thereafter transcribed into typewriting.

Pursuant to Federal Rule 30(e), transcript  
review was requested.

I further certify that I am not of counsel or  
attorney for either or any of the parties to said  
deposition, nor in any way interested in the outcome of  
the cause named in said caption.

DATED: October 13, 2024.

*Rachel N. Barkume*

Rachel N. Barkume, CSR No. 13657, RMR, CRR